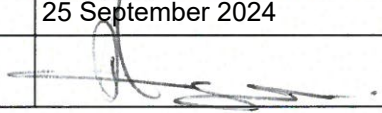




## Conflict of Interest Management Policy for YARD Insurance Limited

VERSION NUMBER:	1.0
COMMENCEMENT DATE:	2019
TYPE OF DOCUMENT:	CONFLICT OF INTEREST MANAGEMENT POLICY
AUDIT AND RISK COMMITTEE APPROVAL DATE:	1 OCTOBER 2019
BOARD APPROVAL DATE:	4 DECEMBER 2019
REVIEW & UPDATE:	JUNE 2022
REVIEW:	FEBRUARY 2024
AUDIT AND RISK COMMITTEE APPROVAL:	22 MARCH 2024
BOARD APPROVAL:	22 MARCH 2024
APPROVAL AUTHORITY:	THE BOARD OF DIRECTORS FOR YARD INSURANCE
BOARD APPROVAL DATE:	25 September 2024
SIGNATURE DATE:	25 September 2024
AUTHORISED SIGNATORY: BOARD CHAIRPERSON	

### REVISION HISTORY

Date	Version	Description	Status
2019	1.0	First Draft	Commencement
2022	2.0	Review & Update	Approved by ARC & Board
MARCH 2024	3.0	Review	Approved by ARC & Board

## CONTENTS

CONTENTS .....	1
1. INTRODUCTION .....	2
2. PURPOSE .....	2
3. SCOPE .....	2
4. POLICY STATEMENT .....	2
5. CONFLICT OF INTEREST POLICY OUTCOMES .....	2
6. SUCCESS FOR YARD INSURANCE .....	2
7. ROLES AND RESPONSIBILITIES .....	3
8. HOW TO MEASURE CONFLICT OF INTEREST .....	4
9. MECHANISMS FOR THE IDENTIFICATION OF CONFLICT OF INTEREST .....	4
10. MEASURES TO MITIGATE OR AVOID CONFLICT OF INTEREST .....	5
11. DECLARATION OF CONFLICTS OF INTEREST .....	6
12. MEASURES FOR THE DISCLOSURE OF CONFLICTS OF INTEREST .....	6
13. OPERATIONALISATION AND CONTROLLING CONFLICTS OF INTEREST .....	7
14. ACCEPTABLE FINANCIAL INTEREST .....	8
15. CONSEQUENCES OF NON-COMPLIANCE .....	8
16. REVIEW .....	8
DEFINITIONS .....	9
ANNEXURE A: REPRESENTATIVE AND KEY INDIVIDUAL DECLARATION OF CONFLICT-OF-INTEREST FORM .....	12
ANNEXURE B: CONFLICT OF INTEREST REGISTER .....	13
ANNEXURE C: CONFLICT OF INTEREST MONITORING FORM .....	14

## 1. INTRODUCTION

This policy is prepared in terms of section 3A (2) (a) of the General Code of Conduct for Authorised Financial Services Providers and Representatives, 2003 (“General Code of Conduct”). It is promulgated under the Financial Advisory and Intermediary Services Act 37 of 2002 (“FAIS Act”) as amended from time to time. Yard Insurance Limited (Yard) is an authorised Financial Service Provider (FSP) and is obliged to comply with the prescribed provisions of the FAIS Act Conflict of Interest.

## 2. PURPOSE

The purpose of this policy is to assist in the management of conflicts of interest in compliance with the provisions of the FAIS Act including subordinate legislation which Yard is subject to.

## 3. SCOPE

This Policy applies to all Yard directors and employees (including permanent employees, temporary employees, independent contractors and employees or contractors of contracted service providers) as well as agents and consultants. This policy sets out the principles which must be adhered to by Yard’s employees, agents, and contractors to comply with the applicable compliance obligations.

Yard management is responsible for educating staff members within their respective areas of work once this Policy.

## 4. POLICY STATEMENT

Yard is committed to managing conflicts of interest in circumstances where Yard’s legitimate interests are inappropriately impacted and where trust and confidence in the organisation could be undermined.

## 5. CONFLICT OF INTEREST POLICY OUTCOMES

The protection of Business Partners’ legitimate and reasonable interests is Yard’s primary concern, and, through this Policy, Yard’s outcomes will provide a framework within which to address areas where conflicts of interest may arise. This aligns with the principles of Treating Customers Fairly (TCF) and the responsibilities that arise in achieving the outcomes relating thereto.

## 6. SUCCESS FOR YARD INSURANCE

### THE VALUE THAT THE POLICY HAS TO THE ORGANISATION

Therefore, the main desired outcomes for Yard in respect of this Policy are:

- To identify circumstances which may give rise to an actual or potential conflict of interest entailing a material risk of damage to Business Partners’ interests;
- To have established appropriate structures and systems to manage such conflicts;
- To maintain systems to prevent damage to Business Partners’ interests through identified conflicts;
- To address circumstances where Yard legitimate interests are inappropriately impacted; and
- To promote trust and confidence in the organisation.

The achievement of these outcomes are assessed by the Chief Risk Officer, in conjunction with the Compliance Officer, on an ongoing basis and a compliance assertion is provided at least annually.

## 7. ROLES AND RESPONSIBILITIES

The roles and responsibilities of the stakeholders responsible for governance of and management action relating to this Policy are as follows:

### **Board of Directors (Board)**

A conflict of interest also arises where a Yard director has a personal interest which competes with the interests of Yard. Such conflicts may be intrinsic in nature and present such a serious and continuous conflict that the director should resign or not take up an appointment.

Other conflicts (whether real or perceived) could be managed through proper process and involves disclosure in good time and in full detail to the Board and then must be appropriately managed.

In Yard, directors' fiduciary duties entail a duty not to place themselves in a position in which their personal interests' conflict, or possibly may conflict, with their duty to act in good faith, for a proper purpose and in the company's best interest. Included in this is a duty not to compete with the company and to avoid a conflict between a director's interests and the interests of the company.

The Companies Act, 2008 ("the Act") read in conjunction with the common law makes provision for this disclosure of conflicts which requires directors to disclose, in relation to matters considered at Board meetings:

- Their own personal financial interest in a matter;
- The personal financial interest of 'related persons' in that matter (defined in the Act and includes a wide category of persons); or
- That the director knows of or ought to have known of.

Appropriate disclosure of conflicts in a timely manner that allows other parties involved to make an informed decision is mandatory.

A key function of the Board chairman is to assist in managing conflicts of interest. The chairman shall ask affected directors to recuse themselves from discussions and decisions in which they have a conflict, unless they are requested to provide specific input, in which event they should not be party to the decision in question.

### **Audit & Risk Committee (ARC)**

ARC is responsible for the reviewing and recommending the Policy and any proposed changes to the Policy for Board approval. It also has oversight of conflicts of interest management and considers reporting relating thereto.

### **Executive Committee ("Exco")**

Ensures that all potential and actual conflicts of interest are managed in accordance with this Policy. The Exco is the most senior decision-making forum below ARC and is responsible for the following:

- Ensuring that all employees, and where appropriate, associates, are made aware of the contents of this Policy including training and/or education in this regard; and
- Ensuring that this Policy is easily accessible for public inspection at all reasonable times.

### **Chief Risk Officer and/or the Compliance Officer**

These officers monitor and report on compliance with this Policy. They are responsible for the following:

- Drafting and amending this Policy and for submission for its consideration, approval and recommending to ARC and the Board for approval;
- Monitoring compliance with the requirements of the FAIS Act and this Policy, and reporting all breaches to the appropriate level of the governance structures;
- Reporting in the annual compliance reports submitted to the Registrar of Financial Services Providers under the FAIS Act which must deal with the implementation of, monitoring of, compliance with, and accessibility of this Policy;
- Maintaining a conflicts of interest management register into which all declaration forms completed by employees are recorded;
- Assist in developing a risk management plan that addresses conflicts of interest; and
- Assist the Exco in discharging its responsibilities including conducting and/or arranging appropriate training and guidance to employees.

### **Staff members**

Staff members are responsible for ensuring that they have disclosed and updated their disclosures of conflicts of interests and gifts as required in terms of this Policy.

## **8. HOW TO MEASURE CONFLICT OF INTEREST**

Assessing the severity of a conflict depends on ascertaining:

- The likelihood that public interests or workplace decisions made in the relevant circumstances would be unduly influenced by a private interest, and
- The seriousness of the harm that could result from such influence.

## **9. MECHANISMS FOR THE IDENTIFICATION OF CONFLICT OF INTEREST**

Yard will manage potential conflict through avoidance, establishing confidentiality barriers or by providing appropriate disclosure of the conflict to affected Business Partners.

In determining whether there is or may be a conflict of interest to which the Policy applies, Yard considers whether there is a material risk of damage to the Business Partner, considering whether an employee, agent, or consultant:

- Is likely to make a financial gain, or avoid a financial loss, at the expense of the Business Partner;
- Has an interest in the outcome of a service provided to the Business Partner or of a transaction carried out on behalf of the Business Partner, which is distinct from the Business Partner 's interest in that outcome;
- Has a financial or other incentive to favour the interest of another Business Partner or group of Business Partners over the Business Partner 's interests; or
- Receives or shall receive from a person other than the Business Partner, an inducement in relation to a service provided to the Business Partner in the form of monies, goods or services, other than the standard commission or fee for that service.

## 10. MEASURES TO MITIGATE OR AVOID CONFLICT OF INTEREST

Yard has adopted appropriate procedures to manage identified conflicts of interest and potential conflicts of interest to ensure that reasonable care is taken, in relation to each identified and/or potential conflict of interest and to act impartially and avoid a material risk of harming Business Partners' interests:

- a) Relevant employees, agents and consultants shall receive guidance and training in these procedures, and they are subject to monitoring and review processes.
- b) The Chief Risk Officer shall have the primary responsibility for facilitating the identification, recording, and management of conflicts of interest with the assistance of the Compliance Officer.
- c) The take on of new Business Partners shall be subject to approval by the Senior Management and the Chief Risk Officer who shall consider the existence of a conflict of interests in relation to the Business Partner, and if so, will determine (together with the Compliance Officer) how the conflict should be managed.
- d) Where no conflicts are identified, the Business Partner and matter may be taken on, subject to satisfactory anti-money laundering and other due diligence requirements being met.
- e) The Chief Risk Officer and or Compliance Officer will co-ordinate an annual questionnaire to be completed by relevant senior management and employees, agents, and consultants where applicable, requiring them to assess all aspects of their responsibilities and their business relationships, with a view to identifying actual or potential conflicts (and circumstances that might be perceived as conflicts).
- f) Even when individuals completing the questionnaire are confident that an objective service will be provided, despite a potential conflict, they should report the conflict.
- g) The Chief Risk Officer together with the Compliance Officer will assess the seriousness of identified possible conflicts, and will determine how the conflict should be managed paying attention to: -
  - Whether current disclosures constitute adequate management;
  - What further disclosures would constitute adequate management; and
  - Whether or not disclosure alone can adequately manage the conflict. where it cannot, how the conflict should be avoided, or a decision made whether the conflict should be referred for Board consideration.
- h) The Chief Risk Officer will maintain records of the conflict-of-interest management process, from identification through to effective resolution of the conflict. Details of all the declaration forms and conflict of interest forms will be recorded and updated in this register. Annexures of the *Representative and Key Individual Declaration of Conflict-of-Interest Form, Conflict of Interest Register and Conflict of Interest Monitoring Forms are duly attached.*
- i) Where there is a complaint received about a failure by Yard to disclose a relevant interest, the complaint should immediately be sent to the Compliance Officer for evaluation and response in conjunction with the Chief Risk Officer.
- j) The conflicts of interest procedures and their efficacy in operation will be reviewed by the Chief Risk Officer, in conjunction with the Compliance Officer, at least on an annual basis.

## 11. DECLARATION OF CONFLICTS OF INTEREST

- a) To ensure proper corporate governance and transparency, directors, relevant employees, agents, and consultants are required to declare any interests that might affect the performance of their duties. To fulfil this requirement, any relevant interests must be declared to the Chief Risk Officer or the relevant key individual responsible for monitoring and managing a conflict of interest on behalf of Yard in the Register and or to the Compliance Officer.
- b) Relevant employees and senior management must consider whether they need to disclose any personal involvement or business interests that might influence their judgement, deliberation, or action as employees, or which might be perceived by a Business Partner as doing so to allow the Business Partner to make an informed decision on whether to continue using the services of Yard in the situation concerned.
- c) The types of conflicts of interest to be recorded would include, inter alia, gifts and financial interests which must be recorded in the Gift Register. No employee should obtain any material personal benefits or favours.
- d) It is each affected employee's responsibility to inform the Chief Risk Officer and/or the Compliance Officer of any relevant changes as they occur and to register their interests in the Conflict-of-interest Register.
- e) Where there is uncertainty about whether a particular interest should be declared, advice should be sought from the Compliance Officer and or the Chief Risk Officer.

## 12. MEASURES FOR THE DISCLOSURE OF CONFLICTS OF INTEREST

The General Code of Conduct also contains various provisions which are indicative of a duty to disclose a conflict of interest by directors, key individuals, management, and to ensure the fair treatment of Business Partners namely: -

- a) When a provider renders a financial service, the provider must disclose to the Business Partner the existence of any personal interest in the relevant service, or of any circumstance which gives rise to an actual or potential conflict of interest in relation to such service and take all reasonable steps to ensure fair treatment of the Business Partner.
- b) "Non-cash" incentives offered and/or other indirect consideration payable by another provider, a product supplier or any other person to the provider could be viewed as a potential conflict of interest.
- c) A provider must at the earliest reasonable opportunity, provide, where applicable, full and appropriate information of the nature, extent and frequency of any incentive, remuneration, consideration which will or may become payable to the provider, directly or indirectly, by any product supplier or any person other than the Business Partner, or for which the provider may become eligible, as a result of rendering the financial service.
- d) The service must be rendered in accordance with the contractual relationships and with due regard to the interests of the Business Partner, which must be accorded appropriate priority over any interests of the provider.
- e) The provider must not deal in any financial product, for own benefit, account or interest where the dealing is based upon advanced knowledge which would be expected to affect the prices of such product.

- f) The provider should further disclose to a client if it holds 10% or more shares in a product supplier and whether it received more than 30% of its remuneration from one product supplier over a 12-month period.

The key individuals, management, and directors of Yard shall not:

- a) Have a Financial Interest in any entity with which Yard conducts business, or that competes with Yard, unless disclosed and approved in accordance with this Policy. These entities include suppliers, customers, distributors, vendors, partners, and competitors. Personnel must not receive fees, commissions, or other compensation from any entities.
- b) Engage in any outside business activity that is competitive with any company business or any outside activity that affects the ability of the employee to devote appropriate time and attention to his/her assigned job responsibilities at Yard;
- c) Attempt to influence any company-related decision (including concerning hiring) or business dealings (including those concerning current or potential suppliers, customers, partners, competitors,) that may benefit or appear to benefit an Immediate Family Member or an entity in which an Immediate Family Member is involved or has a Financial Interest. Normal company procurement processes must be followed to ensure there is no evidence of special treatment for Immediate Family Members;
- d) Accept or provide gifts or other items of value that might compromise or appear to compromise their ability to make objective and fair business decisions or might influence or appear to influence business relationships;
- e) Compete with Yard and shall not exploit or take advantage of any business opportunity or potential opportunity that is discovered using the Company's property, information, or position for personal gain unless the opportunity is disclosed fully in writing and approved as described in this Policy; and
- f) Take unfair advantage of any customers through manipulation, concealment, abuse of privileged information, misrepresentation of material fact or any other unfair dealing practices.

### 13. OPERATIONALISATION AND CONTROLLING CONFLICTS OF INTEREST

The conflicts of interest at Yard shall be managed by a combination of internal controls and appropriate disclosures. Depending on the circumstances and the nature of any given conflict:

**Confidentiality barriers:**

Employees of Yard shall respect the confidentiality of Business Partner information and disclose or use it with circumspect. No such information may be disclosed to a third party without the written consent of a Business Partner.

**Monitoring:**

The key individual in charge of supervision and monitoring of this Policy will regularly provide feedback on all related matters.

**Inducements:**

Inducements from third parties in relation to services provided to Business Partners are acceptable to Yard only if they are appropriately disclosed to Business Partners and if it is either the payment of a normal fee or commission to continue the quality of our services to Business Partners and would not impair our duty to act in the best interest of the Business Partner.

**Gifts:**

Yard employees will not accept any gifts. Excessive gifts from Business Partners may result in a conflict of interest, which Yard are committed to avoiding.

**Declining to act:**

Yard may decline to act for a Business Partner in cases where it believes the conflict of interest cannot be managed in any other way.

**14. ACCEPTABLE FINANCIAL INTEREST**

Yard and its Business Partners may only receive or offer the following financial interest from or to a third party: -

- a) Commission authorised under the Insurance Act as applicable;
- b) Fees authorised under the Insurance Act, if those fees are reasonably commensurate to the service being rendered;
- c) Fees for the rendering of a financial service in respect of which commission or fees referred to above are not paid, if those fees are specifically agreed to by a Business Partner in writing and may be stopped at discretion of the Business Partner;
- d) Fees or remuneration for services rendered to a third party, if those fees are reasonably commensurate to the service being rendered;
- e) An immaterial financial interest as defined;
- f) A financial interest for which a consideration, fair value or remuneration that is reasonably commensurate to the value of the financial interest is paid by Yard or the representative at the time of receipt thereof.

**15. CONSEQUENCES OF NON-COMPLIANCE**

Non-compliance by employees with this Policy will result in disciplinary action being taken against the individual/s which may include sanctions in terms of the Disciplinary Code.

A director of Yard shall be removed from office for failure to disclose an interest in which the director is a party or is participating in the profits of any contract with Yard.

**16. REVIEW**

This Policy shall be reviewed once in two years or earlier when there is change in legislation or changes in the circumstances of the business that would require the need to change this Policy or and/ or where there are proposals to do so by the Board.

## DEFINITIONS

For the purposes of the guidelines, we have used these definitions:

**Associate:** In relation to a 'natural person' means: a person who is recognised in law or the tenets of religion as the spouse, life partner or civil union partner of that person; a child of that person, including a stepchild, adopted child, and a child born out of wedlock; a parent or stepparent of that person; a person in respect of whom that person is recognised in law or appointed by a Court as the person legally responsible for managing the affairs of or meeting the daily care needs of the first-mentioned person;

**Associate:** In relation to 'any person' means any juristic person of which the Board or, in the case where such juristic person is not a company, of which the governing body is accustomed to act in accordance with the directions or instruction of the person first-mentioned in this paragraph includes any trust controlled or administered by that person;

**Business Partner (s):** Means specific person or group of persons, cell owners and policyholders excluding the general public who is or may become the subject to whom a financial service is rendered intentionally;

**Compliance Officer:** Means the compliance officer appointed in terms of the Financial Advisory and Intermediary Services Act in relation to Yard Insurance Limited;

**Committee:** Means Audit and Risk Committee;

**Conflict of interest (external):** In relation to a provider or a representative means any situation in which a provider or a representative has an actual or potential interest that may, in rendering a financial interest to a Business Partner (s), influence the objective performance of his or her or its obligations to that Business Partner (s); or prevents a provider or representative from rendering an unbiased and fair financial service to that Business Partner (s), or from acting in the interests of that Business Partner (s), including but not limited to:

- a financial interest;
- an ownership interest;
- any relationship with a third party;

**Conflict of interest (internal):** In relation to any employee, director and/or representative: any situation in which private interests or personal considerations affects, may affect, or may be perceived to affect, an employee's, director's and/or representative's judgment in acting in the best interests of Yard, including using an employee's, director's and/or representative's position, confidential information or corporate time, material or facilities, for private gain or advancement or the expectation of private gain or advancement; of the employee, director and/or representative or of any member of the employee's, director's and/or representative's family, or friends or business associates of the employee, director and/or representative;

**Directors:** Means any member of Yard's Board of Directors.

**Employee:** Includes permanent employees, temporary employees, independent contractors and employees or contractors of contracted service providers;

**“Exco”:** Means Yard Insurance Limited's Executive Committee;

**FAIS:** Means Financial Advisory and Intermediary Services Act 37 of 2002 and all regulations, board notices and codes of conduct issued in terms of the Act;

**Financial interest:** Means any cash, cash equivalent, voucher, gift, service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration other than an ownership interest, training, that is not exclusively available to a selected group of providers or representatives on products and legal matters pertaining to those products on general financial and industry information specialised technological systems of a third party necessary for the rendering of a financial service but excluding travel and accommodation associated with that training;

**FSP:** Means Financial Service Provider authorised in terms of FAIS;

**Financial Service Provider:** Means any person, other than a representative, who as a regular feature of the business of such person –

- furnishes advice; or
- furnishes advice and renders any intermediary service; or
- renders an intermediary service;

**Immaterial financial interest:** Any financial interest with a determinable monetary value, the average of which is not more than R1 000 in any calendar year from the same third party in that calendar year received by a:

- provider, who is a sole proprietor,
- representative for that representative's direct benefit;

**Key individual:** A person registered as such in terms of FAIS to oversee and manage the business of Yard;

**Ownership interest:** An equity ownership interest, for which the owner paid fair value. This excludes equity or ownership interest held by an approved nominee on behalf of another person. It also includes any dividend, profit share or similar benefit derived from that equity or ownership interest;

**Permitted financial interest:** means:

- Commission authorised under the Insurance Act and or the Short-Term Insurance Act as amended;
- Commission authorised under the Medical Schemes Act 131 of 1998;
- Fees authorised under the Insurance Act and the Short-Term Insurance Act as amended or the Medical Schemes Act 131 of 1998 if those fees are reasonable compensation for the service provided;
- Fees charged for a financial service for which commission referred to above is not paid, if
  - the client specifically agreed in writing to the fees;
  - the client may stop the fee at their discretion;
- Fees or remuneration for a service to a third party if these fees or remuneration are reasonable compensation for the service being delivered;
- Subject to any other law, an immaterial financial interest;
- A financial interest, not referred to above, for which the provider or representative pays a consideration, fair value or remuneration that is reasonable compensation for the fair value of the financial interest, at the receipt thereof;

**Person:** Means any natural person, juristic person, partnership or trust;

**Representative:** Any employee of a financial services provider who renders financial services to a Business Partner (s) on behalf of a financial services provider as defined in the FAIS Act;

**Third party:** This is a product supplier, another financial services provider, an associate of a product supplier or a financial services provider, a distribution channel, any person who, in terms of an agreement or arrangement with a person referred above, provides a financial interest to a provider;

**Yard:** Means Yard Insurance Limited, a company duly registered in terms of the Companies Laws of South Africa.

**ANNEXURE A: REPRESENTATIVE AND KEY INDIVIDUAL DECLARATION OF CONFLICT-OF-INTEREST FORM**

I, ..... of Yard Insurance Limited understand that if I, my family and / or close relatives have any direct or indirect interest in any company which has business dealings with suppliers and / or insurers, I shall make a declaration to Yard and to the management particularly to the Chief Risk Officer and/or Compliance Officer at Yard.

I hereby declare the following material existing / potential Conflicts of Interest (means any financial interest which exceeds the value of R1 000 (one thousand rand) in 1 (one) calendar year) arising from the discharge of my duties and concerning the Insurer, will be disclosed to Yard and to the management particularly to the Chief Risk Officer and or Compliance Officer at Yard.

It is my obligation to avoid situations that may result in a Conflict of Interest, but where this is unavoidable or impractical, I guarantee that all Conflicts of Interest will be declared. Immaterial Financial risks are not disclosed here but captured in the Company's Conflicts of Interest Register.

The abovementioned declarations will be made as and when they arise to Yard and to the management particularly to the Chief Risk Officer and or Compliance Officer at Yard which are then reviewed annually.

**PERSONS/COMPANIES WITH WHOM/WHICH I HAVE PRIVATE FINANCIAL OR OWNERSHIP INTERESTS**

I hereby declare the following material existing / potential conflicts of interest (means any financial interest which exceeds the value of R1 000 (one thousand rand) in 1 (one) calendar year) arising from the discharge of my duties and concerning the Insurer, will be disclosed to Yard and to the management particularly to the Chief Risk Officer and/or Compliance Officer at Yard.

**These are the financial interests exceeding R1 000 in a (calendar) year that I received**

Person/Company Name	Description

**Any other Conflicts I feel I should disclose**

**Representative of Yard Insurance Limited**

**Signature & Date**



**ANNEXURE B: CONFLICT OF INTEREST REGISTER**

Name of director/ key individual/representative/staff member: .....

<b>Master of Conflicts Register in terms of section 3 of the FAIS General Code of Conduct Recording material financial and ownership interests</b>									
<b>Financial Advisory and Intermediary Services Act 2002 (FAIS)</b>									
<b>Purpose: To record the conflicts of interest by Yard to comply with the requirements of the FAIS Act and other legislation. This register is intended as a summary document only</b>									
<b>Number</b>	<b>Date financial interest was received or offered</b>	<b>Received From who</b>	<b>Offered To who</b>	<b>Describe conflict (including detail and nature of financial interest)</b>	<b>Monetary value of the financial interest</b>	<b>Frequency</b>	<b>Reason For Avoidance</b>	<b>Reason For Acceptance or Disclosure</b>	<b>Outcome-description, comments and learning</b>
1									
2									
3									
4									
5									
6									



**ANNEXURE C: CONFLICT OF INTEREST MONITORING FORM**

**Monitoring**

Accountable official: .....

Number per register	Date checked	Comments	Actions required	Signature
1				
2				
3				